diversity of opinion in the courts of this country. There seems to be no question that a grant of a lot abutting on a highway, with no words of description limiting the boundary at the edge of the street, passes title to the center of the street, when the fee of the street is in the grantor. 3 WASHBURN, REAL PROP. (4th ed.) 422 et seq. As to what expressions in a description will be sufficient to prevent the operation of the "center rule" the cases are not agreed. The decision in the principal case, it is submitted, does not enunciate the most politic rule, although it is supported by the decisions of a great many states. *Eng.* v. *Brennan,* 60 N. Y. 609; *Mead* v. *Riley,* 18 Jones & S. 20; *Grand Rapids & Ind. R. R. Co.* v. *Heisel,* 38 Mich. 62; *Severy* v. *C. P. R. R. Co.* 51 Cal. 194; *Hanson* v. *Campbell,* 20 Md. 223; *Buck* v. *Squiers,* 22 Vt. 484; *Hughes* v. *P. & W. R. R. Co.,* 2 R. I. 508; *Contra, Johnson* v. *Anderson,* 18 Me. 76; *O'Connell* v. *Bryant,* 121 Mass. 557; *Cox* v. *Freedly,* 33 Pa. St. 124. See 13 HARV. L. REV. 150. Some cases go so far as to say that the fee to the center of the street will pass even though the lot is described by measurements which can only include land to the edge of the street. *Newhall* v. *Ireson,* 8 Cush. 565; *Grant* v. *Moon,* 128 Mo. 43; *Geer* v. *Barnum,* 37 Conn. 229; *Durbin* v. *Roanoke Bldg. Co.,* 107 Va. 753. See 8 MICH L. REV. 330. Probably the most extreme rule is laid down by the Pennsylvania court in *Paul* v. *Carver,* 26 Pa. St. 223. The description in that case read, "Along the northerly side of said street," and the court in holding that the fee in the street passed to the grantee, laid down the doctrine, (1) that nothing short of an intention expressed *in ipsis verbis* to "exclude" the soil of a highway, can exclude it, (2) that it is doubtful whether such a contract would not be against public policy and void; and whether the highway to the center would not pass notwithstanding. This case was approved and followed in *Salter* v. *Jonas,* 39 N. J. L. 469. See 2 SMITH LEADING CASES, 165, (7th ed.)

BREACH OF PROMISE OF MARRIAGE.—Defendant promised to marry plaintiff in June, 1911. The marriage was postponed and in May, 1912, the defendant broke the engagement by letter. In this letter the defendant alleges as an excuse for his conduct that having prayed for guidance, he had received a command from above that it was God's will that the engagement be broken off. The court held that though this excuse might ease the defendant's conscience, it has no weight in law as a defense to plaintiff's claim for damages. *Hiveley* v. *Golnick,* (Minn. 1913) 144 N. W. 213.

The courts evidently regard conscience as an unsafe guide, once the compact has been entered into. The doctrine of the court in the principle case has sanction in the decision in the case of *Coolidge* v. *Neat,* 129 Mass. 146. The defendant admitted the promise made to marry the plaintiff but testified that long before he left her he concluded they could not be happy together and that he left her in the belief that it was for the happiness of both. It was held that the defendant's assumption of the right to recede from the contract when, for conscientious reasons alone, he felt disinclined to fill it, was not justified, and he must live up to the promise or pay damages.